

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Gary P. Shimun, Town Administrator

PREPARED BY: Russell C. Muniz, MBA, MPA, MMC, Town Clerk

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING DURING THE 2010 LEGISLATIVE SESSION.

REPORT IN BRIEF: The Town of Davie has previously entered into an agreement with David K. Sigerson, Jr. of Ericks Consultants, Inc. to represent the Town of Davie for legislative and governmental consulting services. Said prior Agreement has expired and it is the desire of the Town Council and of David K. Sigerson, Jr. of Ericks Consultants, Inc. to enter into a new Agreement for providing such services for during the 2010 legislative session.

PREVIOUS ACTIONS: Council approved a motion to employ the services of Ericks Consultants at the April 7, 2010 Town Council meeting. This resolution formalizes that motion and sets forth the terms of such agreement. Council has previously approved the following resolutions R-2005-304, R-2006-286, R-2007-301, and R-2008-250.

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? No

Account name and number:

If no, amount needed: \$ 20,000 – these services shall not exceed this amount.

What account name and number will funds be appropriated from:
Contractual Services – 001-0103-512-0306.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Lobbyist Services Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. AND ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING DURING THE 2010 LEGISLATIVE SESSION.

WHEREAS, it is in the best interest of the Town of Davie to obtain a Legislative and Governmental consultant to represent the Town of Davie during the State Legislative Session on various matters including the State's compact with the Seminole Tribe of Florida relative to gaming revenues; and

WHEREAS, the attached Agreement (attached hereto as Exhibit A) provides for consultant services during the 2010 legislative session to be conducted by David K. Sigerson, Jr. and Ericks Consulting; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Contractual Services Account Number 001-0103-512-0306 in an amount not to exceed \$20,000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the Agreement between the Town of Davie and David K. Sigerson, Jr. and Ericks Consultants, Inc. as attached in an amount not to exceed \$20,000.00.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010

ER
Attest:

MAYOR/COUNCILMEMB

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this ____ day of April 2010 by and between DAVID K. SIGERSON, JR., Esq. and ERICKS CONSULTANTS, INC., a joint venture (hereinafter "CONSULTANTS") and the TOWN OF DAVIE (hereinafter "the TOWN").

1. IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

2. CONSULTANTS shall provide the TOWN with lobbying, consulting and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and each body's respective committees and subcommittees primarily with respect to legislation involving municipal revenue sharing with respect to the Indian Gaming Compact but which shall also include other legislation that is deemed to impact the Town as recommended by the CONSULTANTS or as directed by the TOWN. In addition, CONSULTANTS shall assist the Mayor, Council and Town Administrator with and in setting up appropriate meetings and appointments with state and local decision makers in the furtherance of seeking Indian Gaming Compact municipal revenue sharing for the TOWN or other issues as assigned pursuant to this agreement.

3. CONSULTANTS shall provide periodic reports to the Town Administrator, Mayor and Council as to the status and progress of the various issues and projects as assigned. In addition, CONSULTANTS shall be available to meet with the Mayor, Council and Town Administrator either as a group or individually to discuss issues, projects and legislative goals of the TOWN.

4. CONSULTANTS shall provide the TOWN with such services for the period beginning April 8, 2010 and continuing until July 1, 2010 or until the Governor signs the Indian Gaming Legislation and Compact into law.

5. The TOWN shall pay CONSULTANTS for such services a total of \$20,000 for the period of the contract to be paid in two equal payments of \$10,000 upon submission of a statement generally describing the activities of the CONSULTANTS on behalf of the TOWN with the first payment due upon submission of a statement for April subsequent to the execution of this agreement and the second payment due upon the submission of a statement on or after July 1 covering the remainder of the contract.

6. Extraordinary expenses incurred by CONSULTANTS must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of Town business.

7. INDEPENDENT CONTRACTOR: CONSULTANTS are at all times and shall remain Independent Contractors, solely responsible for the manner and method of completing its work under this Agreement.

8. LAWS AND REGULATIONS: CONSULTANTS shall comply with all laws relating to their work under this Agreement.

9. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANTS without the prior approval of the TOWN.

10. All documents, correspondence, and communication between the TOWN and the CONSULTANTS shall be deemed confidential, except to the extent covered by the Florida Public Records Law.

11. Each CONSULTANT must disclose to the TOWN any and all representations of other clients, whether directly or indirectly, which will be adverse to the interests of the TOWN. If such representation is considered adverse, whether directly or indirectly, by the Town Council, the Town Administrator or the Town Attorney, then the CONSULTANT with such conflict will abstain from representing such other entity or client unless he receives authorization from the TOWN.

12. In the event that a dispute arises between the parties concerning this agreement, the laws of Florida shall apply and such disputes shall be brought in the appropriate court in Broward County, Florida.

13. This agreement may be continued or renewed by the Town Administrator to complete projects assigned by the Town Administrator or the Town Council.

14. This agreement may be terminated by either party upon 90 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

David K. Sigerson, Jr., Esq.

Town of Davie

BY: _____
David K. Sigerson, Jr., Esq.
for David K. Sigerson, Jr.
and David L. Ericks,
of Ericks Consultants, Inc
2410 Van Buren Street
Hollywood, Florida 33020

BY: _____
Judy Paul
Mayor
Town of Davie
6591 Orange Drive
Davie, Florida 33314